



Advocate Training

**CRICOS Policies and
Procedures**

Fees and Refund

In accordance with applicable legislation, Advocate Training is entitled to charge fees for services provided to students undertaking a course of study. These charges are generally for items such as tuition fees, course materials or textbooks, and student services.

Fees payable

Fees are payable when the student has signed the student agreement to signify their acceptance of enrolment offer made by Advocate Training. Fees must be paid in full within ten (10) days of receiving an invoice from Advocate Training. Advocate Training may withdraw an offer of enrolment or discontinue training if fees are not paid as required.

Students are required to pay a fee of \$200 on application (The enrolment application fee is non-refundable) and a minimum 50% of total tuition fees on successful admission to a programme. The balance of the fees are payable for the course at least 14 days prior to the commencement of the course unless the student has requested to make a larger payment and confirmed in writing. It should be noted that an RTO cannot require students to pay more than 50 per cent of their tuition fees before they start the course. A student or the person responsible for paying the tuition fees, may choose to pay greater than 50 per cent of their tuition fees before they start their course. If the student requests this, Advocate Training must be able to show evidence that the student has exercised choice in how much of their tuition fees are paid up front.

Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student then any fee increases will be required to be paid for the extended component of the course.

Schedule of Fees and Charges

The Chief Executive Officer is responsible for approving the Advocate Training Schedule of Fees and Charges. As a minimum the schedule of fees and charges is to include:

- the total amount of all fees including tuition fees, enrolment application fees, learning resources fees, training consumable fees and any other charges for enrolling in a training programme;
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/enrolment application fee;

- the nature of the guarantee given by Advocate Training to honour its commitment to deliver services and complete the training and/or assessment once the student has commenced study;
- any discounts, fee reductions or exemptions available for multiple enrolments, concession card holders, continuing students, group bookings etc.;
- the Advocate Training Fees and Refund Policy.

Replacement of text and training workbooks

Students who require replacement of issued text or training workbooks will be liable for additional charges to cover the cost of replacement. Where a student has purchased a text or training workbooks and subsequently cancels his or her enrolment, Advocate Training will not refund monies for the text unless a written request for a refund is received and it is satisfied that the text is in as-new condition.

Refunds - Giving notice of enrolment cancellation / withdrawal

- **Prior to commencement.** A student who gives notice in writing of withdrawal or cancellation 28 days or more prior to the scheduled commencement date of the course will be entitled to a 80% refund of fees paid minus the enrolment application fee.
- A student who gives notice in writing of withdrawal or cancellation less than 28 days prior to the scheduled commencement date of the course will be entitled to a 50% refund of fees paid minus the enrolment application fee.
- **After commencement.** A student who gives notice in writing of withdrawal or cancellation after the commencement of the course will not be entitled to a refund of fees paid.

A student who wishes to cancel their enrolment after the course has commenced, must give notice in writing. This may be via email or letter. Advocate Training staff who are approached with initial notice of cancellation are to ensure the student understands their rights with regards to the refunding of tuition fees. The student is also to be advised of other options such as deferral or suspension of the enrolment. For further information on deferral or suspension, please refer to the Deferral, Suspension and Cancellation Policy.

Students who give written notice to cancel their enrolment and who are eligible for a refund are to be provided with a Refund Request Form. Students who may not be eligible but are requesting a refund should also be provided with a Refund Request Form so the request can be properly considered by the Chief Executive Officer.

Every effort will be made to negotiate the transfer of training in the event of a prolonged illness or personal hardship. This will be at Advocate Training's convenience and with the approval of the Department of Education.

Refunds – Refused student visa

A student who is refused a student visa to study in Australia will be entitled to a 100% refund of fees paid less the enrolment application fee (\$200). Evidence from the relevant Australian Government Department that the Visa was refused will need to be provided to Advocate Training.

Refunds – Misconduct

No refund will be granted to a student whose enrolment is terminated for failure to comply with Advocate Training's policies and procedures and the requirements of their visa by Dept. of Home Affairs (DHA)

Students who commit behavioural misconduct after being formally warned are to have their enrolment cancelled and will not be entitled to a refund. Please refer to the Behaviour Misconduct Policy for further guidance.

Discretion may be exercised by the Chief Executive Officer in all situations, if the student can demonstrate that extenuating or significant personal circumstance led to the request. The Chief Executive Officer may also authorise a refund of tuition fees if the circumstances warrant it.

Where refunds are approved, eligible refunds will be made within 4 weeks after receipt of the claim. Monies refunded will be made in Australia Dollars (AUD). Refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

Refunds - Cancellation of a course by Advocate Training (Provider default)

If Advocate Training defaults, that is, if the course does not start on the agreed starting date or the course ceases to be provided before it is completed, Advocate Training will make every effort to transfer the students' enrolment to another college. If this is unsuitable the college will pay a refund of the unused portion of the course money received from the student. This refund will be paid to students within 2 weeks of the default day with a statement explaining how the refund amount has been calculated.

Payment of GST

GST is exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course.

Where a student is enrolled in a course which is offering units of competence or a whole qualification, the course fees attached to this enrolment will be exempt from the payment of GST. GST does apply on the payment of some miscellaneous charges where these charges are in addition to and outside the normal services offered in a course.

Miscellaneous Charges

Advocate Training will levy some miscellaneous charges for services. These may include:

- Re-issuing a certificate after it has been initially issued to a student.
- Replacing issued learning materials which the student has lost or damaged
- Re-assessment services

These miscellaneous charges are to be clearly specified in Advocate Training Schedule of Fees and Charges. It is to be made clear if these services will include GST. All miscellaneous charges are based on a cost recovery basis and are not intended to be a source of profit.

The Tuition Protection Service

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees.

Provider default

In the unlikely event Advocate Training is unable to deliver a course where fees have been paid in advance and it does not meet its obligations to either offer the student an alternative course that is accepted or pay the student a refund of the unspent prepaid tuition fees, the TPS will assist the student in finding an alternative course or offer a refund if a suitable alternative is not found.

In the case of provider default there is no requirement for a student to lodge a Refund Request Form.

Fees being paid in advance

Advocate Training acknowledges that it has a responsibility to protect the fees paid by students in advance of their training and assessment services being delivered. To meet its responsibilities under the ESOS Act, Advocate Training requests payment of no more than 50% of the total tuition fees for the course before the student commences the course. It is acknowledged that students may choose to pay more than 50% in advance up to 100% of all fees due. Following course commencement, no further pre-paid tuition fees are taken before the beginning of the second study period.

Advocate Training maintains a separate bank account in order to keep pre-paid tuition fees separate from day-to-day operating expense accounts. If a refund is payable before the student commences, the refund can be made in full and in a timely way without impact on the financial operations of the business or recourse to the Tuition Protection Service.

Keeping students informed

To ensure that students are well informed of the financial considerations of their enrolment, Advocate Training undertakes to provide the following fee information to each student prior to enrolment:

- the total amount of all fees including tuition fees, enrolment application fees, materials fees and any other charges;
- payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/enrolment application fee;
- the nature of the guarantee given by Advocate Training to complete the training and/or assessment once the student has commenced study in their chosen qualification or course;
- the fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed 'not competent' on completion of training and assessment;
- the amounts that may or may not be repaid to the student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider) and
- the Advocate Training refund policy.

Student complaints about fees or refunds

Students who are unhappy with the Advocate Training arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint or appeal the decision

taken by the Chief Executive Officer. This should occur in accordance with the Advocate Training Complaints and Appeals Policy and procedure.

This refund policy, and the availability of our complaints and appeals processes, does not remove student rights to take further action under the Australian Consumer Protection laws where Australian Consumer Protection laws apply.

